

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ROCHELLE WESTMORELAND, as an
individual and on behalf of all others similarly
situated,

Plaintiffs,

vs.

KINDERCARE EDUCATION LLC., a
Delaware corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 3:23-cv-03168-JD

**ORDER RE FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND JUDGMENT**

Final approval of the classwide settlement is granted on the ensuing terms. This order is based on a proposed order lodged by the parties as modified by the Court's practices and conclusions. It should be read in its entirety for changes from the proposed order.

1. The Notice distributed to the Settlement Class constituted the best notice practicable under the circumstances, constituted valid, due and sufficient notice to all Class Members, and complied fully with Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable laws.

2. The Settlement is fair, reasonable and adequate in all respects to the Class Members pursuant to Rule 23 of the Federal Rules of Civil Procedure, and the Parties and the Settlement Administrator will implement the Settlement Agreement pertaining to the distribution of the Gross Fund Value in accordance with the terms of the Settlement Agreement.

3. The plan of distribution in the Settlement Agreement providing for the distribution of the Gross Fund Value is finally approved as being fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure.

4. A final settlement class is certifies as follows:

All former employees who worked for KinderCare Education LLC in the State of California at any time between January 24, 2016, through November 5, 2024, whose employment was separated for any reason

(voluntary or involuntary), including without limitation, resignation, termination, and/or lay-off, and during their employment was paid their wages via a non-paycard method but upon their separation of employment were paid their final pay on a paycard and were subsequently charged a fee on the paycard for any usage, as reflected in ADP's records of paycard activity.

5. No individual has requested exclusion from the Settlement Class.

6. The Court appoints as Class Counsel, Diversity Law Group, P.C. and Polaris Law Group.

7. The Court approves a service award of \$1,500 to Plaintiff to be paid from, and not in addition to, the Gross Fund Value.

8. The Court approves attorneys' fees in the amount of \$300,000.00 to Class Counsel to be paid from, and not in addition to, the Gross Fund Value. For the fees, 75% may be paid immediately, and 25% will remain in the settlement fund pending the filing of a final accounting pursuant to the District's class action settlement guidance. The 25% share may not be released until directed by the Court.

9. The Court approves costs in the amount of \$32,156.63 to Class Counsel to reimburse them for their expenses to be paid from, and not in addition to, the Gross Fund Value.

10. The Court approves a payment of up to \$22,750.00 to the Settlement Administrator out of the Gross Fund Value.

11. Any checks for individual settlement payments that are not cashed within 180 days may be transmitted to Legal Aid at Work.

12. All claims asserted in this Action are dismissed with prejudice as to Plaintiff and the Class Members pursuant to the terms of the Settlement Agreement. Each party will bear his, her, or its own costs and attorneys' fees, except as provided in the Settlement Agreement and as set forth above in this Order and as set forth in any other Order issued in response to the application by Class Counsel for an award of attorneys' fees, costs, and expenses, which hearings took place concurrently with the hearing for this Order.

13. Each Class Member is bound by this Order and Judgment, including, without limitation, the release of claims as set forth in the Settlement Agreement.

14. This Order and Judgment, Settlement Agreement, and all papers related thereto, are not, and may not be construed to be, an admission by Defendant of any liability, claim or wrongdoing

1 whatsoever, and may not be offered as evidence of any such liability, claim, or wrongdoing in this
2 Action or in any other proceeding.

3 15. Final judgment is entered in this case in accordance with the terms of the Settlement
4 Agreement, Preliminary Approval Order, and this Order re: Final Approval.

5 16. Without affecting the finality of this Order and Judgment, the Court reserves exclusive
6 and continuing jurisdiction over the Action, the Plaintiff, the Settlement Class, and Defendant for the
7 purposes of supervising the implementation, enforcement, construction, and interpretation of the
8 Settlement Agreement, Preliminary Approval Order, distribution of the Gross Fund Value, the Final
9 Judgment, and this Order.

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11 **IT IS SO ORDERED.**

12 Dated: October 31, 2025



HON. JAMES DONATO
UNITED STATES DISTRICT JUDGE